

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SB3100-03-EQ-287B		PAGE 1 OF 7	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DABN01-03-T-0353	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM D. TUGMAN				b. TELEPHONE NUMBER (No Collect Calls) 336-2219	
9. ISSUED BY WIESBADEN CONTRACTING CENTER ATTN: AEUCC-C KONRAD-ADENAUER-RING 39 D-65187 WIESBADEN TEL: FAX:		CODE W90W1P		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 5012 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
15. DELIVER TO DEFENSE DISTRIBUTION DEPOT EUROPE HILLMAR HERMANN WALDSTR., US DEPOT, BLDG. 7525, D-76726 GERMERSHEIM TEL: DSN 378-5105 CIV 07274-96-5105 FAX: DSN 378-5322 CIV 07274-96-5322		CODE SB3551		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY CODE			
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <div style="border: 1px solid black; display: inline-block; padding: 2px;">PARTIAL</div> <div style="border: 1px solid black; display: inline-block; padding: 2px;">FINAL</div>		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY			
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	2 ton cargo truck FFP 4x2 2T cargo truck or equivalent for DDDE See statement of work for detailed requirements PURCHASE REQUEST NUMBER: SB3100-03-EQ-287B	1	Each		
					<hr/>
					NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	24-OCT-2003	1	DEFENSE DISTRIBUTION DEPOT EUROPE HILLMAR HERMANN WALDSTR., US DEPOT, BLDG. 7525, D-76726 GERMERSHEIM DSN 378-5105 CIV 07274-96-5105 FOB: Destination	SB3551

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2002

ADDENDUM 52.212-4

<p style="text-align: center;">ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS</p>
--

The following shall apply to this contract in addition to those terms and conditions in FAR 52.212-4. The specific paragraphs of FAR 52.214-4 affected are shown below.

Para (a) Inspection and Acceptance. The following is added:

INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection for quality, count, and condition, and final acceptance of the supplies shall be performed at destination by the receiving activity (consignee). Inspection and acceptance of services under this contract shall be performed by POC (Point of Contact).

Point of Contact : Mr. Hilmar Hermann, tel: 07274-965004

Para (b) Assignment.

DFARS 252.232.7008 - ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
(Reference 32.806(a)(1))

Para (g) Invoice. The following detailed procedures are added.

1. PAYMENT AND INVOICING PROCEDURES:

- a. The Contractor shall mail invoices in 4 copies (including original) to the finance office identified in Block 18a of SF1449 (page 1 hereof). The invoice shall state the contract number.*
- b. The Requiring Activity's POC (Point of Contact) shall upon completion of inspection, indicate acceptance by completing Blocks 32a & b 28 of SF1449 and submit the original to the Finance Office specified in Block 18a.*
- c. The Finance Office will:*
 - (1) Send Payment to the contractor named in Block 17a of SF 1449.*
 - (2) Mail a copy each of the validated payment voucher with copy of invoice attached to*
 - the Requiring Activity named in Block 15 of sf1449.*
 - the Administration Office named in Block 16 of SF1449.*

2. INVOICES EXCLUSIVE OF TAXES OR DUTIES. (JUN 1997)

*Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.
(DFARS 252.229-7000)*

3. *ELECTRONIC FUND TRANSFER: Payment for goods or services received may be made by check or by Electronic Fund transfer. In order to ensure prompt and accurate payment, your invoice must contain your bank name, address, account number and bank routing number (BANKLEITZAHL), and check remittance address.*

Para (k) Taxes. The terms and conditions under this paragraph is hereby deleted and replaced by the following:

TAX RELIEF (JUN 1997),

(a) Price set forth in this contract are exclusive of all taxes and duties from which the United States is exempt by virtue of tax agreements between the United States Government and the Contractor's Government. The following taxes or duties have been excluded from the contract price: (Offeror to insert)

NAME OF TAX VAT RATE (PERCENTAGE) 16

(b) The contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials of components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its Government or request the duty-free import of an amount of supplies or components corresponding to that use from inventory for this contract.

*(d) Tax Relief will be claimed in Germany pursuant to the provisions of the Agreement between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled and reported as tax-free.
(DFARS 252.229-7001 ALT 1)*

Para (q) Other Compliances. The following clauses are added:

1. *ENGLISH LANGUAGE DOCUMENTATION: All contractor-prepared correspondence furnished under this contract shall be written in the English language.*
2. *ENTRY INTO MILITARY PREMISES: In accordance with security regulations, authorization may be required for contractor personnel and/or vehicles to enter U.S. Government installations. The Contractor shall contact the POC not less than 3 working days in advance of the scheduled delivery date, to determine if there are any special requirements for entry into the specific installation(s).*
3. *ELECTROMAGNETIC COMPATIBILITY DIRECTIVE. The contractor certifies that all electrical and electronic equipment and/or appliances furnished are in accordance with Electromagnetic Compatibility Directive 89/336/EEC. For radio transmitting and telecommunication devices furnished in the FRG, contractor certifies all such items have been approved by the "Bundesamt fuer Zulassungen. Any penalties*

for noncompliance imposed by the government of the European country where the equipment or appliance are delivered or product liability claims caused by interference generated by the furnished appliances or equipment are solely the responsibility of the contractor.

4. *INCONSISTENCY WITH ENGLISH VERSION AND TRANSLATION: In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.*

Para (r) Compliance with laws unique to Government Contracts. The following are added and hereby incorporated by reference:

1. *DFARS 252.233.7001 - CHOICE OF LAW (OVERSEAS) (JUN 1997)*
(Reference 33.215-70)
2. *FAR 52.203-3 - GRATUITIES (APR 1984)*
(Reference 3.202)
3. *DFARS. 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 1998)*

** Incorporated by reference as there are **no** clauses that need to be checked as being applicable to this contract.*

4. *OBTAINING CAGE CODE*

The Contractor shall obtain his CAGE code as stated in Attachment 1 of this contract.

Para (s) Order of Precedence. No Addendum.

The following provision is added:

COMMERCIAL WARRANTY

- (a) *The Contractor agrees that the supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein, are in addition to and do not limit any rights afforded to the Government by any other clause of this contract*

*Contractor's Commercial warranty is **12 months** after Government acceptance of the supplies and/or services.*

CLAUSES INCORPORATED BY REFERENCE

52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	APR 2001
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-3	Offeror Representations and Certification--Commercial Items	JUL 2002

STATEMENT OF WORK**STATEMENT OF WORK**

1. The vehicle to be furnished under this award shall be new, from the manufacturer's most current production and shall meet the requirements of the applicable DIN, VDE, and UUV regulations.

In addition the vehicle shall meet the requirements of the German Strassenverkehrs Zulassungs-verordnung (StVZO) and shall be approved for operation in other European countries.

2. the vehicle shall meet the following minimum specifications:

Engine:	Diesel injection, min 115kw OM 612 DE27LA, with fuel pre-heating system, Version Euro 3.
Wheel base:	3550mm
Gross weight:	4600kg
Transmission:	Fully automatic
Steering:	Powered rack and pinion
Fuel capacity:	Minimum 70 liters capacity
Electrical equipment:	12 volts, 88Ah, two long range drive lights, and two fog lights
Brake system	2 circuit hydraulic brake system with ABS and ASR, TT Circle division
Suspension system:	Front- independent wheel suspension 8CE-1.75 transverse leave parabolic springs, stabilizer, disc brakes. Rear- rigid axle 01 C-3.2, parabolic springs, stabilizer, disc brakes.
Cab:	Laminated security glass windshield and side windows, two heated remote controlled rear view mirrors.
Exterior finish:	White
Interior finish:	Matching the exterior
Exterior:	Rear cargo bed with aluminum side boards, Hinged front tires 385/65R22.5, aluminum wheels ALCOA polished, central lubrication system.
Interior:	Electrically operated door windows, integral seatbelts and adjustable headrests, airconditioning, AM/FM Audio cassette system, central locking system, auxiliary heatr, rear wall window, ASSYST service computer.

3. Additional requirements

The vehicle shall be furnished with a car title document (Fahrzeugbrief), ready for operation with at least fifty (50) liters of diesel fuel, and the cooling system adjusted to withstand a temperature of –30 degrees centigrade.

The vehicle shall be delivered with an operations manuel in both English and German languages, a maintenance check booklete in English and German language, two (2) sets of keys, and warning triangles In Accordance With (IAW) local requirements.

The vehicle shall be delivered without additional cost to:

DDDE
Building 7525 Waldstrasse
US Depot
76726 Germersheim

POC is Hilmar Herrmann at:
DSN: 378-5004
Comm: 07274-965004
Cell: 0179-5463788